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Baltimore City Board of School Commissioners and Baltimore Teachers Union, American Federation of Teachers, AFL-CIO, Local 340 (1986)

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Baltimore City Board of School Commissioners and Baltimore Teachers Union, American Federation of Teachers, AFL-CIO, Local 340 (1986)

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AGREEMENT

between the



BALTIMORE TEACHERS UNION
AMERICAN FEDERATION
OF TEACHERS, LOCAL 340
AFL-CIO

BALTIMORE CITY

AND THE

BOARD OF
SCHOOL COMMISSIONERS

1986-1989

TEACHERS



6/89

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PREAMBLE

This Agreement is entered into this 1st day of July 1986 between the Employer and the Baltimore Teachers Union, American Federation of Teachers, Local 340, and reduced in writing in accordance with Sections 4-301, 4-304 and 6-408 (a) of the Education Article of the Annotated Code of Maryland.

ARTICLE 1

Recognition

1.1 Recognition. The Board of School Commissioners of Baltimore City, hereinafter referred to as the Board, recognizes the Baltimore Teachers Union pursuant to the Annotated Code of Maryland, as the employee organization which is duly elected and certified exclusive representative of the Board's employees who are in the professional educational public school employee unit. The Board further recognizes the Baltimore Teachers Union as the employee organization authorized to administer this Agreement.

1.2 Unit Members. Whenever used in this Agreement the term "Employee" shall mean all classroom teachers, counselors, librarians, psychologists, social workers, home teachers, hospital teachers, department heads, support teachers, educational associates, and therapists.

1.3 Part-Time Employees. All permanent part-time employees covered by this Agreement shall receive full insurance benefits. Leave benefits shall be accumulated on a pro-rata basis. Salary benefits shall be calculated on a pro-rata basis related to hours worked.

1.4 Temporary Employee. A temporary employee excluded from the bargaining unit is one who is hired for a period of up to six (6) months and is so informed in writing at the time of hire and who is hired to fill a temporary job or for a special project or to replace any employee on leave.

1.5 Definition. Where used in this Agreement, the following definitions shall apply:

School shall usually mean any work location or functional division or group.

Principal shall usually mean the administrator of any work location or functional division or group who has direct responsibility for supervising members of the bargaining unit.

Building Representative shall mean the officially designated agent of the Union in any work location or functional division or group.

The term **Board** shall include the Board of School Commissioners of Baltimore City or its designated representatives.

The term **Union** shall mean the Baltimore Teachers Union or its designated representative.

The term **Teacher** shall refer to all members of the bargaining unit unless otherwise indicated.

Union Chapter Committee shall mean the five employees elected by the Union membership in each school.

"Emergency" used in this Agreement shall mean any unforeseen situation of which the party(s) had no prior knowledge.

"Systemwide seniority" is based upon the length of continuous service as calculated from the date of appointment as a full-time teacher in the Baltimore School System. Continuous service includes all time spent in the actual employment and on the payroll of the Board, including all authorized paid leave time. Time spent on any approved leave of absence without pay or on layoff status up to one year from the date of layoff shall not be considered a break in continuous service for the purpose of seniority status. However, the actual time spent on the approved leave or on layoff status shall not be counted in the employee's seniority.

"Second endorsement" shall mean an additional certification in a subject area other than the one for which the employee is presently assigned.

ARTICLE 2

Union Rights and Responsibilities

2.1 Union Leave. Any employee elected as an officer of the Union or who is appointed to its staff shall, upon proper application, be given a leave of absence without pay. The Board agrees to recommend to the Teachers' Retirement Board that time spent on leave be granted as service credit for retirement and that the employee be permitted to pay regular monthly contributions. Upon their return to service, they shall be placed in an assignment comparable to that which they left. Such leave shall not be granted to more than seven (7) persons in any one year.

2.2 Transaction of Official Business. Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Upon their arrival, they shall apprise the principal or the acting administrator of their identity and purpose.

2.3 Union Meetings. Upon one day's notice to the administrator of the school, an authorized representative of the Union shall have the right to schedule meetings in the building before or after regular duty hours or during the lunch time of the employee involved, or during the rescheduled day when employees are not assigned to, nor involved in other duties. The notice requirement may be waived by the principal involved.

2.4 Union Communications. The Union shall have the use of the school system's interdepartmental mail facilities, the right of distribution of materials to teachers' mailboxes in schools, and the use of bulletin board space, provided these rights do not interfere with the operation of the school system.

The Union shall have space on at least one existing bulletin board in each school. Said bulletin board space shall be located in the teacher's lounge unless another site is mutually agreeable to both parties.

2.5 Board Communications. The Board shall supply the Union with a copy of all circulars, press releases, all Superintendent's Memoranda and Bulletins relating to employees generally or to any substantial group of employees concerning the interpretation or application of the terms and conditions of this Agreement and/or relating to wages, hours, or conditions of employment. All task force reports submitted to the Board in public session, including the purpose and membership of said task force, shall also be supplied to the Union.

2.6 Employee Lists. No later than November 1 of any school year, the Board shall provide the Union with a list of all teachers which shall include their names, addresses and building assignments. Each month of the school year the Board shall provide the Union with a list of all changes such as resignations, promotions, and new appointments.

2.7 Dues Checkoff.

A. The Board agrees to deduct Union dues from the pay of any employee in the unit who authorizes such deduction in writing. Such authorization shall be continued from year to year unless revoked in writing between June 1 and June 30. With respect to all dues deducted by the Board pursuant to such authorization, the Board agrees to remit said dues to the Union bi-weekly. The Board shall supply the Union with a quarterly computer payroll printout showing those teachers for whom dues have been deducted. Changes in this list shall be supplied monthly.

B. The Union shall indemnify and save the Board and City of Baltimore harmless of any and all claims, grievances, actions, suits or other forms of

liability or damages that arise out of or by reason of any action taken by the Board or City of Baltimore for the purpose of complying with any of the provisions of this section, and the Union assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the City to the Union.

2.8 Equal Representation. As exclusive representative, the Union will represent equally and to the best of its ability all members of this bargaining unit without regard to membership in, or participation in the activities of the Union.

2.9 Exclusivity. The rights set forth in this Article are for the exclusive use of the Union and shall not be granted to any other group or organization. Only the Baltimore Teachers Union shall be recognized or permitted to represent any group of teachers concerning wages, hours, or conditions of employment.

2.10 Area Representative's Leave. Upon advance request and approval by the appropriate administrator four area representatives shall each be allowed four (4) days per month with pay in order to conduct Union business. Request for such leave shall be made at least five days in advance.

2.11 Building Representative Announcements. Upon prior notice to the appropriate administrator, the Building Representative may make announcements after the conclusion of any faculty meeting.

2.12 Seniority List. A list specifying the systemwide seniority of each member of the bargaining unit shall be prepared and forwarded to the Union within thirty (30) days following the last day of the school year.

2.13 Requests for Records re: Wages, Hours, Conditions of Employment. Upon request and availability, the Board shall provide the Union with statistics and/or records relating to wages, hours and conditions of employment. Any costs involved in the preparation of said information shall be paid for by the Union.

2.14 Cope Deductions — Political Action Checkoff. The Board agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the monthly amount authorized by the employee for political action. A list of the employees from whom the deductions have been made and the amount deducted from each and a list of the employees who had authorized such deductions shall be forwarded to the Union no later than thirty (30) days after such deductions were made. The authorization form shall read as follows:

"I hereby authorize the Board of School Commissioners of Baltimore City to deduct from my salary the bi-weekly sum of \$_____ and to forward that amount to the Baltimore Teachers Union Political Committee. This authorization is signed freely and voluntarily and not out of any fear of reprisal and with the understanding that the Baltimore Teachers Union Political Committee is engaged in joint fund-raising efforts with the AFL-CIO. This voluntary authorization may be revoked at any time by notifying the Board of School Commissioners and Baltimore Teachers Union Political Committee in writing of the desire to do so."

(Signed) _____ (Name)
_____ (Address)
_____ (Identification Number)

2.15 Representation Fee.

A. Implementation of Representation Fee.

Effective October 15, 1986, all employees who are covered by this Agreement but who are not members of the Union shall (as a condition of employment) pay to the Union each month their fair share of the cost of services rendered by the Union that are chargeable as a representation fee. The determination of the fee, collection, escrow, disputes, and other procedures relating to the representation fee shall be governed exclusively by the terms and conditions that are described in Article 2, Section 2.15 of this Agreement and in Addendum V of this Agreement.

B. Amount and Purpose of Representation Fee.

Prior to October 1, 1986, of the 1986-87 contract year, and prior to August 15 of each subsequent contract year, the Union will determine and publish its calculation of the representation fee based on a percentage of its regular expenses and budget; said percentage to represent the cost of all services performed by the Union under Sections 6-401 et seq. of the Education Article, Md. Code Anno.

C. Notice to Employees.

Promptly after the beginning of the 1986-87 school year, in September 1986, the Union will send a written notice to all employees within its bargaining unit describing the new representation fee and its purpose. The Union will also take other steps reasonably calculated to inform all employees of how the fee is to be collected and all employee rights as to the assessment and administration of the fee. In October 1986, and by September 5 of each succeeding school year, after notifying the Board of the amount of the representation fee for that school year, the Union will send a written notice following

the criteria outlined in Addendum V of this agreement to each employee in the unit who is required to pay such a fee under Article 2, Section 2.15 (A).

D. Collection of Fee.

Effective October 15, the Board shall automatically withhold from the bi-weekly salary of each employee who is not a member of the Union the representation fee as calculated on a bi-weekly basis.

E. Indemnity.

The Union shall indemnify and save the Board and City of Baltimore harmless and shall provide a defense of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Board or City of Baltimore for the purpose of complying with any of the provisions of this section, and the Union subject to the conditions outlined in Addendum V of this Agreement assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the City to the Union.

ARTICLE 3

Management Rights

3.1 Management Rights. The Union agrees that the Board has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers of authority which the Board has not officially abridged, delegated or modified by the express provision of this Agreement are retained by the Board.

ARTICLE 4

Grievance and Arbitration

4.1 Objective. It is the declared objective of the Board and the Union to encourage prompt resolution of grievances. The Board and the Union recognize the importance of prompt and equitable disposition of any complaint at the lowest organizational level possible.

4.2 Definition. A grievance is a violation, misapplication or misinterpretation of any provision of this Agreement or of a policy of the Board of School Commissioners which affects the terms and conditions of employment.

4.3 Procedures.

Informal Step. An employee shall present his complaint orally to the appropriate administrator, within a reasonable time, but in no event longer than

ten (10) school days after knowledge by the employee of the facts giving rise to the act or condition which is the basis of the complaint. The employee and the administrator shall confer with the view of arriving at a mutually satisfactory resolution. All matters whether or not they meet the definition of a grievance as defined in Section 4.2 may be discussed at this stage of the process. Only grievances as defined herein may be pursued.

Step 1—School or Office. Any grievance not resolved informally shall be submitted to the appropriate administrator within twenty (20) school days of the event or knowledge of the event causing the grievance. The administrator shall meet with the grievant and render a written decision within five (5) school days following receipt of the grievance.

Step 2—Executive Director, or appropriate Assistant Superintendent. If the grievance is not resolved in Step 1, the aggrieved employee may appeal by forwarding the grievance in writing to the Step 2 administrator, or his designated representative, within five (5) school days after he has received the Step 1 decision.

The Step 2 administrator or his designated representative shall schedule a meeting with the parties concerned within five (5) school days of the receipt of the appeal at which time the aggrieved employee shall be afforded an opportunity to be heard. The Step 2 administrator or his designated representative shall issue a written decision within seven (7) school days after the meeting.

Step 3—Superintendent of Public Instruction. The Step 2 decision may be appealed in writing to the Superintendent of Public Instruction within five (5) school days after the Step 2 decision has been received.

The Superintendent of Public Instruction, or his designated representative, shall meet with the aggrieved employee within ten (10) school days of the appeal. The aggrieved employee will receive at least two (2) school days notice of the meeting and shall be afforded an opportunity to be heard. The Superintendent, or his designated representative shall communicate his written decision to the aggrieved employee not later than ten (10) school days after the meeting.

Step 4—Board of School Commissioners. The Step 3 decision may be appealed in writing to the Board within five (5) school days after the Step 3 decision has been received. The Board, sitting as a whole, by committee, or by designee, shall hear the grievance within fifteen (15) school days following

receipt of the appeal and shall render its decision not later than ten (10) school days following said hearing. The Board, at its option, may waive Step 4, in which case the Union may press the matter to arbitration.

Step 5— Arbitration. Within ten (10) days following receipt of the Step 4 decision, the Union may move any unresolved grievance to arbitration by notifying the Board in writing of its intention to do so. A copy of the notice shall also be delivered to the Office of the Labor Commissioner. Thereafter either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who each are members of the National Academy of Arbitrators, FMCS Area No. 7. An arbitrator shall be chosen by alternately striking names from the list; the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration.

The arbitrator shall be without power to add to, subtract from, change or alter any provision of the Agreement, Board Policy, or of applicable State or local law. The Arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

The arbitrator shall not hear or decide more than one (1) grievance unless mutually agreed otherwise.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Union.

4.4 Time Limits.

A. Except for Step 1, time limits shall begin for both parties upon the day after receipt of the grievance or the day after receipt of the response.

B. To avoid any disputes as to the date of submission or receipt of a grievance, appeal, decision, notice of hearing, all notices of hearings and/or decisions shall be mailed by school officials by certified or registered mail, return receipt requested, with the date of mailing or postmark and the date of receipt recorded thereon. As an option, such correspondence may be hand delivered but must be signed, timed, and dated by the receiver.

C. By mutual agreement in writing, time limits may be extended.

D. Failure at any step of this procedure to communicate the decision on a grievance within the

specified time limits shall permit the aggrieved employee to proceed to the next step. Failure to submit a grievance within the specified time limits or to appeal a grievance to the next successive step or to arbitration within the specified time limits shall be deemed to be a waiver of the grievance and/or acceptance of the decision rendered at that step.

E. In the event a grievance is filed after May 15 of any year, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is mutually agreeable to the parties. All other grievances filed on or after May 15 will be considered at a time mutually agreeable to the parties, but not later than the beginning of the next school term.

F. If a grievant fails to appeal a decision at any level within the prescribed time limit, he shall have been deemed to have waived further processing of that grievance.

4.5 General Provisions.

A. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all participants to be present.

B. Meetings are to be scheduled at mutually convenient times. Attendance by an aggrieved employee or employee witnesses at grievance meetings held during school hours shall constitute authorized absence without loss of pay. Either party may have such witnesses or persons in interest in attendance as the party shall deem necessary.

C. The Union shall have the right to initiate or appeal a grievance at any step of the grievance procedure. Only the Union may appeal a grievance to the Board and to Arbitration.

D. If a grievance arises from the action of an authority higher than a Step 1 administrator, such grievance may be initiated at the next appropriate step of the grievance procedure.

E. Any grievance not commenced under the provisions herein stipulated within twenty (20) school days after the grievant knew (or should have known) of the conditions upon which such grievance is based shall be null and void.

F. No reprisals of any kind shall be taken by the Board or the School Administration against any teacher because of his participation in this Grievance Procedure.

G. The administration shall furnish the Union with such information that is requested which is directly related to the grievance.

H. If a grievance affects a group or class of teachers, the Union may submit such a grievance in writing to the Superintendent directly and the processing of such a grievance will begin at Level 3.

4.6 Grievance Forms.

The grievance shall be filed on the mutually agreed upon grievance form which shall contain the following information:

- Name and position of the aggrieved employee.
- A statement of the grievance and the facts involved, including relevant dates.
- A reference to the applicable provisions of the Board Policy, if any.
- The corrective action requested.
- Signature of the aggrieved employee.
- Date and time submitted.

ARTICLE 5

Compensation and Related Matters

5.1 Compensation.

A. Wage Rates.

1. Effective August 26, 1986, all employees shall receive wages as they are shown on the salary schedule in Addendum I.

2. Effective the first school day of the 1987-88 school year, all employees shall receive wages as shown on the salary schedule in Addendum II.

3. In the 1988-89 school year all employees shall receive an additional wage increase based on their particular payroll step. The new, anticipated wage scale for the 1988-89 school year is published as Addendum III to this Agreement. If, because of financial exigencies, the Board is unable to completely fund the full wage increase planned for the 1988-89 school year, a reduction of the scheduled increase will be required. If a reduction in the scheduled increase is required, the length of the school day shall not be increased by 20 minutes as provided in Article 7, Section 7.3 of this Agreement.

B. Longevity Committee.

A special joint committee shall be formed to explore the relationship between the longevity salary steps and an individual's placement on those steps by their time in service. Specifically, the committee shall study movement from Step 12 to Step 15, and, also, from Step 15 to Step 20 for the purpose of possibly extending longevity credit for

past service in employment outside of the Baltimore City Public School System. Employees who on June 30, 1986, were on Step 20 and who by June 30, 1986 had earned at least five (5) additional years of longevity credit within the School System shall be moved to Step 25 at the beginning of the 1986-87 school year.

C. For eligible members of the Unit, the procedure for paying tenure, and the appropriate lane changes shall continue.

D. Career Incentive.

A committee consisting of five (5) members selected by the Union and five (5) members selected by the Board shall be established to investigate and develop a career incentive program. The program, once approved by the Board, shall be implemented during the second year of this Agreement.

5.2 Health and Welfare Related Matters.

A. Health Insurance.

1. The Blue Cross/Blue Shield Plan C program (diagnostic endorsement #4) in effect during the 1985-86 school year shall be continued during the term of this Agreement except as modified by the Cost Containment Measures.

2. The employer and employee percentage contributions as of June 30, 1986 shall be maintained except with respect to increases occurring during the term of this Agreement. In the event that and at such time as there is an increase in health costs after June 30, 1986, the employer shall assume 85% of the cost increase and the employee shall assume 15% of the cost increase.

3. The employer shall provide without cost to employees, regardless of whether they participate in other health insurance programs, a generic prescription plan with a \$2.00 deductible. All cost savings experienced from use of generic drugs shall be applied to improve health benefits for unit members.

4. Employees covered by this Agreement are eligible for a Health Maintenance Organization alternative to the Blue Cross/Blue Shield coverage. The employer shall contribute the same dollar it contributes for the employee's current Blue Cross/Blue Shield coverage.

5. The employer shall provide the additional health and welfare benefits of Blue Cross/Blue Shield second surgical opinion, alcoholism treatment programs and a hospice care program for employees. Employees should refer to the Health Insurance Guidelines for Active Employees for more specific information.

B. Health and Welfare.

1. The employer shall contribute not less than \$200.00 to a health and welfare program which shall consist of life insurance, long-term disability insurance, optical services and major medical insurance. The optical program will include fashion frames as allowed. The Board will pay \$25.00 toward the cost of physical exams.
2. The employer shall provide life insurance of \$20,000.
3. A joint committee, named by the Board and named by the Union shall be established to monitor the health program. Any committee member shall be entitled to request and receive all utilization, expenditures and financial data directly from the City Health Insurance Committee. Members of the committee shall have timely access to all utilization, expenditures and financial data regarding insurance programs covering teachers employed. The joint committee will meet upon request to discuss the effectiveness and status of the program with the City Health Insurance Committee at least twice a year. The City Health Insurance Committee shall not make any changes in insurance benefits without first consulting the Joint Committee.
4. In the event an employee is on leave without pay for personal illness, the employer shall continue to pay its share of the cost of his Blue Cross/Blue Shield or HMO coverage for a period not to exceed thirty (30) days, provided the affected employee continues to assume his appropriate contribution for said coverage.

5.3 Travel Allowance.

The employer shall provide a travel allowance to those employees who use their personal automobiles for approved City business during the course of the work day, as follows: 26 cents per mile.

5.4 Support Teachers, Department Heads, and Coaches.

A. Support Teachers, Department Heads, and Coaches shall be compensated as set forth in their respective scales in Addendum IV of this Agreement.

B. The Department Head of Physical Education responsible for Interscholastic Athletics shall be paid as a Department Head I and as a Director of Athletics.

ARTICLE 6

Teacher Employment

6.1 Area of Assignment.

In order to assure that students are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with regulations of the Bylaws of the Maryland State Board of Education and, in an emergency, to subjects or classes outside the scope of their teaching certificates, their major or minor fields of study or areas in which the teacher is not prepared to teach.

6.2 Teacher Assignment.

A. No later than thirty (30) days prior to the end of the school year, all teachers shall be given an opportunity to voluntarily fill out preference sheets indicating their preferences, in order of priority, of grade level and type of class on that grade level, with the understanding that where reasonably possible such preferences will be honored.

B. Not later than the last work day for teachers in June, all teachers shall be given written notice of their assignments for the forthcoming year. Teachers shall be given an opportunity to discuss their assignment with their principal or Department Head. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly. Changes in teachers' assignments later than the fifteenth (15) day of August preceding the commencement of the school year shall be made only in an emergency situation. An emergency situation shall be defined as provided for in Article 1, Section 1.5.

C. No change in assignment during the school year shall be made without twenty (20) calendar days notice and discussion prior to the change.

D. Any assignment in addition to or in lieu of the normal teaching schedule, during the regular school year, shall not be obligatory but shall be with the consent of the teacher. Such assignments will be given to teachers regularly employed in the school system on a rotating basis.

6.3 Reduction in Force.

A. In any reduction of educational personnel necessitated as a result of budgetary actions or declining enrollment, educational personnel shall be laid off solely on the basis of certification in the subject field assignment, and on systemwide seniority counted from the most recent date of employment.

The employee with the least amount of seniority shall be identified for layoff. In addition, an individual employee's second endorsement shall apply if the employee has teaching experience in the area of second endorsement and the Board has a need in a specific second endorsement subject area. A viola-

tion of this procedure only, may be the subject of a grievance. Decisions to layoff by the Board are not subject to the grievance procedure. Systemwide seniority shall be defined as per Article 1, Section 15.

B. At least fifteen (15) days prior to finalizing the reduction in staff, the Board will meet with the Union to explain and discuss the proposed reduction. The Board will provide the following information:

1. A seniority list of all employees.
2. Statistics on attrition.
3. Information on certification.

C. The Superintendent of Public Instruction and the Board of School Commissioners shall determine the areas in which recall is to take place and the number of persons to be recalled. Tenured teachers will be recalled first in reverse order of layoff. Non-tenured teachers will then be recalled. No new teachers will be hired in areas where a layoff has occurred until the teachers laid off have been recalled, have declined, and/or failed to accept a recall. The right to recall shall expire one (1)-year after the date of layoff.

D. At the time an employee is notified that he is to be laid off, the Board shall advise him of his recall rights. Employees shall be recalled in reverse order of layoff. At the employee's request, the Board shall supply information which will help such employee to qualify himself in another area.

E. The Board shall notify surrounding district(s) of the layoff and that affected employees are available for employment.

F. The Board shall give each employee notice of recall, either by certified or registered mail to the last known address supplied by the employee, and the employee must respond to such notice in some verifiable manner within fourteen (14) days after receipt thereof. If an employee fails to respond within the required time, the employee shall be deemed to have terminated his employment with the Board.

G. Any employee who has been laid off in accordance with the layoff procedure and is recalled shall be returned to his position or a vacant position with all the rights and benefits due him prior to his layoff. This shall include, but not be limited to seniority status and tenure.

ARTICLE 7

Teacher Hours and Working Conditions

7.1 School Year.

A. The 1986-87 school year shall begin for new teachers on August 26, 1986 and for returning teachers on August 27, 1986 and shall not extend beyond June 30, 1987.

The start of the 1987-88 and 1988-89 school years, respectively, shall be determined after an evaluation of the prior school year.

1. The length of the school year shall be one hundred and eighty (180) days for students.

2. The length of the school year shall be a maximum of one hundred and ninety (190) days for teachers.

B. There shall be two (2) breaks during the school year, each of no more than five (5) working days. One break shall be in the month of March or April or both.

7.2 School Week.

Except for vocational-technical schools, the school week for secondary teachers and those teachers in departmentalized and middle schools shall include twenty-five (25) teaching periods, five (5) preparation periods, and except in cases where school faculties indicate otherwise, five (5) forty-five (45) minute duty-free lunch periods.

7.3 School Day.

A. The reporting time for teachers shall be fifteen (15) minutes prior to the time designated as the official homeroom period. In the event that there is a homeroom period during the instructional day or there is no homeroom period, reporting time shall be fifteen (15) minutes prior to the beginning of the student instructional day. Leaving time shall be upon the completion of the teacher's responsibility but in no event less than fifteen (15) minutes after the conclusion of the instructional day.

Twenty minutes of the above mentioned thirty minute report and leaving time shall be used as instructional time. The reporting time at each school shall be adjusted accordingly.

Unless the adjustment is implemented on a systemwide basis such change shall not be put into effect.

Provided that the Addendum III wage increase described in Article 5 is implemented, beginning in the 1988-89 school year, twenty (20) minutes will be added to teachers' day with reporting time 15 (fifteen) minutes before and 15 (fifteen) minutes after the student instructional day.

B. The length of the school day shall be six and one-half (6½) hours inclusive of the arrival and

departure time for the 1986-87 and the 1987-88 school years.

Provided that the Addendum III wage increase described in Article 5 is implemented, in the 1988-89 school year, the length of the school day shall be six hours and 50 (fifty) minutes.

C. It is further agreed that the teacher will provide extra time either within or outside of the teacher's school day for the benefit of the needs of his students as shall be determined by the teacher.

D. For the purposes of leaves (i.e., sick, personal) a half-day of leave time shall be defined as three (3) hours and fifteen (15) minutes from the start of or prior to the end of the work day.

7.4 Lunch Periods.

Every teacher in the elementary and secondary school shall be entitled to a daily, duty-free, uninterrupted forty-five (45) minute lunch period; but where the pupils have a regular lunch period of less than forty-five (45) minutes due to modular scheduling, the duty-free period shall coincide with such regular periods of less than forty-five (45) minutes. The above does not preclude the right of individual faculties to shorten the lunch period so long as there is a minimum of three-fourths ($\frac{3}{4}$) of the faculty in agreement with the arrangements as well as with the appropriate adjustment of the time. The faculty vote will be by secret ballot. However, in no event shall employees have less than a thirty (30) minute duty-free, uninterrupted lunch period unless the students have a regular lunch period of less than thirty (30) minutes, in which case the duty-free period shall be the same as the regular lunch period.

7.5 Teaching Schedules.

A. Secondary teachers shall not be required to teach continuously for more than three (3) periods, nor three (3) hours where double periods are used. Elementary teachers shall not be required to teach continuously for more than three (3) hours.

B. Every effort shall be made to see that no secondary teacher is required to teach more than two (2) different subjects or grade levels.

7.6 Class Size. Because the pupil-teacher ratio is an important aspect of the working conditions of a teacher, class size shall be lowered wherever possible. When computing classroom pupil-teaching ratio, non-teaching staff personnel shall be excluded. The standards for staffing adopted by the Board will be published in May of each year of the Agreement.

7.7 Class Coverage. Teachers shall not be required to take another teachers classes except in

an emergency. Examples of an emergency are the following: A sudden illness of a teacher during the school day, or awaiting the arrival of an obtained substitute, and other situations mutually accepted by the teacher and the principal.

7.8 Available Preparation Time. Starting in September 1986, the Board will reinstitute the Resource Model for Art and Vocal Music in order to provide elementary teachers with a forty-five (45) minute preparation period each week. When children are under the supervision of the physical education teacher, librarian, music resource teacher, or art resource teacher, the classroom teacher, at his option, may leave the teaching area and use that period as a preparation period. The teacher shall not be assigned any other duty at that period. A joint committee consisting of members appointed by the Baltimore Teachers Union and by the Board of School Commissioners shall be established to develop a method for providing additional preparation time to be implemented by January 1987.

7.9 Non-Teaching Duties. The Board acknowledges that a teacher's primary responsibility is to teach and that his energies should be utilized to this end. Therefore, the Board agrees that teachers shall not be required to perform the following:

- School cafeteria duty
- Before- and after-school playground duty
- Lunchtime playground duty
- Collection of money for insurance, savings stamps, charities, and PTA dues
- Accessioning library books
- Schoolwide detention duty
- Lavatory duty
- Office duty
- The duplication of schoolwide or departmental teaching materials.

7.10 Transportation. Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor.

7.11 Substitutes.

A. No teacher shall be required to obtain the services of a substitute in the event of his absence. In the case of a scheduled absence, however, the teacher may assist in securing a substitute.

B. The system established in September 1982, whereby members of the bargaining unit unable to report for work will be able to call the pertinent information to a particular telephone number established for this purpose, shall continue in effect for the duration of this Agreement.

C. Except where there is a budget control freeze or where funds are not available for permanent filling of a position, a long term substitute position shall not be used as a replacement for any recall procedure.

7.12 Split Classes. Every effort will be made to minimize the use of split classes in elementary schools. This is not intended to preclude experimental, innovative or specialized classes. A "split class" for the purpose of this section is a mixture of elementary pupils from different defined grade levels assigned to one teacher or one room for a continuous and extended period of time.

7.13 Classroom Interruptions. Classroom interruptions shall be kept to a minimum. Principals shall establish schedules for the use of the intercom services in each school, including staff use. The schedule shall be posted. Deviations from the schedule shall be made only in an emergency or when other means of communication are not possible or feasible.

7.14 Determination of Grades.

A. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Baltimore City Public School System based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible.

B. Once a teacher has provided evidence documenting a grade, no undue pressure should be applied to the teacher by the principal in an effort to force the teacher to change that grade.

C. If a principal of a school feels it is necessary to change a pupil's grade in any subject at the end of the grading period, the principal shall consult with the teacher who issued the original grade and give his reasons in writing for the necessary change to the teacher. If a change in grade is made, it shall be recorded as the principal's grade and not the teacher's grade.

7.15 Meetings.

A. The Principal and/or other administrator and the Union Chapter Committee in each school shall meet at least once a month during the school year, or additionally if mutually agreed, to discuss areas of concern. No decisions reached in these meetings will modify or alter the terms of this Agreement. No more than five (5) members of the Union Chapter Committee shall attend these meetings.

B. The notice for faculty meetings shall be given to the teachers involved at least three (3) days prior to the meeting. Teachers shall have the opportunity to

suggest items for the agenda if such desire is expressed to the principal at least two (2) days prior to the meeting. The agenda shall be posted one (1) day prior to the meeting.

C. For the purpose of familiarizing teachers new to the system with the bargaining representative and collective bargaining Agreement, the Union shall be provided with reasonable time on the agenda to address such employees at an orientation meeting or training program scheduled by the Board. The Board shall notify the Union at least five (5) days prior to the scheduled meeting. The Union shall communicate a confirmation of its intent to appear at the meeting within twenty-four (24) hours of the Board's notice.

7.16 Lesson Plans. Teachers responsible for the instruction of students shall prepare lesson plans as an essential part of their teaching responsibilities. The format and organization of lesson plans are best determined by the individual teacher. Every lesson plan should include an indication of the objectives, content materials and procedure for reference. The principal or supervising administrator may suggest, but not require, a particular format or organization. However, where the principal has substantiated need for specific organization of lesson plans through personal conferences and classroom observations, the teacher may then be required to utilize a suggested form in the preparation of lesson plans. The request for daily lesson plans should not be used as a disciplinary measure.

7.17 Rescheduled Day. The rescheduled day is an effort to provide staff with continuous and uninterrupted time during the school day for staff development activities, workshops, and seminars which cannot be scheduled because of time constraints within the regular work week. Decisions regarding rescheduled day activities shall be made jointly by the school administrator and the faculty.

ARTICLE 8

Teacher Facilities, Materials, Supplies and Equipment

8.1 Furniture. Newly ordered desks will be capable of being locked. The Board will provide each teacher a serviceable desk, chair, and access to a telephone for school business purposes.

8.2 Rest Rooms. The Board will provide, within physical constraints of existing buildings, accessible, well-lighted, clean rest rooms with adequate sanitary facilities including toilet paper for exclusive use of teachers.

8.3 Dining Facilities. The Board will provide,

within physical constraints of existing buildings, a separate dining area for the use of teachers.

8.4 Supplies.

A. A copy of the Business Management Annual Requisition Schedule will be sent to the Executive Directors, Principals and Heads of Central Office Units and Union Chapter Committees.

At least one member of the Budget Advisory Group (BAG) shall be a teacher suggested by the union.

B. Principals and/or administrators in charge shall advise the faculty of the amount of funds available to the school for the purchase of supplies and materials. All teachers shall have access to and shall review the current Annual Requisitions and Book Catalogs. On or before a specific date to be established in each school, each teacher may submit in writing to the principal a suggested list of supplies and books for his/her pupils from the current requisition and book catalog cycle. Upon request, a teacher may review the actual order placed for textbooks and supplies.

C. Teachers shall be given at least two weeks within the constraints of the published Annual Requisition Schedule to submit the suggested list of supplies or to complete the Annual Requisition form.

D. Textbooks in the schools which are ready for distribution will be made available for use during the first full week of the school year to teachers who have need of them.

E. If supplies are in the school, they shall be made available to teachers as needed.

8.5 Instructional Materials.

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, computers, and similar materials are the tools of the teaching profession.

B. Efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States as well as textbooks and supplementary reading materials which contain the history and contribution of the labor movement.

C. 1. Selection of textbooks and other instructional materials for each school shall be made by a committee of teachers chosen by the faculty.

2. A central committee for each discipline shall be established for book selection on all levels in which at least half of the committee shall include teachers appointed by the Union.

3. For each school year, the committee shall be composed of as many Union appointed teachers as specified above as long as the committee retains at least some teachers that had prior experience on such committee.

D. The Board shall provide a teacher reference library in each school and include therein teacher reference materials which are reasonably requested of the school and which are within the allocated budget of the school.

E. Small but selective libraries shall be established for each secondary classroom. The Board shall allocate some library funds for the purchase of books and periodicals chosen by the classroom teacher for teaching purposes.

F. Funds allotted to the shop and vocational programs shall be used exclusively for those designated purposes.

G. Within available funds, the Board shall provide all teachers assigned to laboratory or shop classes with appropriate protective clothing and safety equipment.

ARTICLE 9

Evaluation

9.1 Evaluation.

A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.

B. The use of the public address system for an evaluation shall be prohibited.

C. The modifications to the teacher evaluation system which were instituted as a result of the work of the Teacher Evaluation Review Committee shall continue in effect for the duration of this Agreement.

D. There shall be a pre-observation conference, where the teacher shall be informed of the areas of concern that the observer shall pay particular attention to during the formal observation.

E. The pre-observation form previously instituted as part of the evaluation procedure shall continue to be used for pre-observation conferences.

F. During the course of each school year, there shall be no more than four (4) formal observations of probationary teachers and no more than two (2) formal

observations of tenured teachers except when it is determined that a teacher is in need of further assistance.

G. Support teachers and department heads shall not be the sole evaluators for teachers.

H. The "Non-Instructional Performance" criteria section of the evaluation procedure shall continue as described below:

PROCEDURE:

1. The evaluation of teacher personnel in the Non-Instructional Performance area shall not be a part of the Instructional evaluation area, but will be a weighted part of the total evaluation process.

2. A pre-evaluation conference form shall establish the methods and procedures for the evaluation of the Non-Instructional Performance area.

a. Each item on the form must be covered during the conference.

3. The Non-Instructional Performance section must be discussed with staff by the administrator in September.

I. The Evaluation Committee will continue to function and make recommendations for language on informal observations to the Superintendent and the Board. A new evaluation instrument will be implemented upon approval by the Superintendent and the Board.

ARTICLE 10

Transfers

10.1 Voluntary Transfers. A roster shall be developed and maintained throughout the year of those teachers who request transfers. This roster will be used to select teachers for transfers at the end of the first semester and/or for the following school year. Teachers requesting transfers shall list their choices of new assignment in order of priority. Teachers shall be placed on the roster in order of their qualifications, and the filing dates of their transfer requests. If equally qualified candidates file on the same date, systemwide seniority shall be used to determine their placement on the roster.

All requests shall be processed by the Assistant Superintendent for the Division of Personnel. If a teacher does not receive a requested transfer, he shall be notified of the reasons in writing and his name shall remain on the transfer roster. No later than the fifteenth (15th) of each month, the Board shall send the Union a copy of the updated transfer list. No voluntary transfer shall be denied for reasons that are arbitrary, capricious, unreasonable or based on personal preference.

10.2 Involuntary Transfers. Involuntary transfers shall be made in such a way as to prevent undue disruptions of the instructional programs. Such transfers may result from a Principal's recommendation to the appropriate Executive Director and then to the Assistant Superintendent of Personnel; a directive of other governmental agencies; compliance with staffing requirements defined by the Board of School Commissioners; or judicially imposed.

When an involuntary transfer results from directives of other governmental agencies, it shall be made on the basis of the systemwide seniority of the teachers within the affected school. Teachers shall be notified of a transfer at least fifteen (15) days prior to the effective date of the transfer. A teacher may request a meeting with the persons responsible for the transfer. This meeting, if requested, shall take place within five (5) days of the transfer notice. The teacher shall be provided with the reasons for the transfer at this meeting. If unsatisfied with this meeting, the Union may request an additional meeting with the appropriate administrator to further discuss the reasons for the transfer. Reasons shall not be arbitrary, capricious or unreasonable. The Board and Administration will make every effort to minimize the number of involuntary transfers.

ARTICLE 11

Promotions

11.1 Promotions.

A. The school system will develop and publish a revised promotional procedure by the end of the 1986-87 school year.

B. A promotion is the movement of an employee to a higher level of responsibility, authority, or range of duties resulting in a higher annual salary.

C. Notice of all promotional and professional opportunities during the school year shall be posted in all schools. Notices shall be posted in all schools at least fifteen (15) work days prior to the closing date for applications. In the event such opportunities arise outside the school year, the Board shall notify the Union twenty (20) calendar days prior to the closing date for the applications.

D. The posting shall include a description of the duties of the position, the required qualifications, location, salary range, deadline for submission of application and any other pertinent information.

E. It is the policy of the Board to select the best qualified applicant for a promotion.

ARTICLE 12

Academic Freedom

12.1 Academic Freedom. The Board will continue to recognize that the personal life of a teacher is not an appropriate concern and shall not warrant the attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the work day. Teachers will be assured freedom of individual expression and protection from censorship or restraint which might interfere with their obligation to present fairly all sides of issues in their teaching functions.

ARTICLE 13

Teacher Protection

13.1 Teacher Protection.

A. If a teacher, in connection with his employment, is subjected to assault or battery, he shall immediately report the incident and the circumstances to his Principal. The Principal shall forward the report to the appropriate Executive Director with a copy to the Union.

B. A student involved in an assault on a teacher may be removed from the school by the Principal or other appropriate administrator in accordance with Board rules and State law.

C. The alleged assault will be promptly investigated. The report of this investigation shall be forwarded to the Board and to the Union. The teacher has the right to have a conference with the appropriate Executive Director prior to a decision relating to the student's placement in the school. If there is an objection to the placement decision, the teacher has the right to request a fair hearing.

D. If the assault is by a pupil or a non-pupil and the teacher wishes to file criminal charges, the Principal or other appropriate staff will promptly report the incident to the proper law enforcement authorities.

E. In either case (pupil or non-pupil), the Board agrees to cooperate with the teacher by complying with any lawful request by the teacher for information in the Board's possession relating to the incident or the person involved.

F. In cases involving an assault upon a teacher, the security officer shall, upon request of the teacher involved, provide the necessary advice and assistance including assistance in securing proper warrants, investigation of assaults, filing of juvenile petitions, calling for Police Department assistance, accompanying the teacher to court and sharing information relevant to the assault incident.

G. If a teacher files criminal charges against a student, the student shall not return to the teacher's class until after final determination of criminal charges. In any event, the Board shall attempt to place the student in another school pending final determination. In all cases the actions described herein are subject to the order and direction of appropriate judicial authority.

13.2 Liability Insurance. The Board shall provide comprehensive liability insurance to any teacher in accordance with State law. Such insurance shall provide, within the limits of the coverage, indemnification against damages sustained by him by reason of an action or claim against him arising out of his employment.

13.3 Legal Counsel. If criminal or civil proceedings are brought against any teacher as a result of any action or inaction on the part of the teacher during the course of his employment, the School Board shall furnish in accordance with State law legal counsel to defend him in such proceedings upon his request.

13.4 School Visitors. The present policy for visitors in school buildings shall continue in effect. This policy provides for visitor registration, proof of identification and statement of business, under penalty of law (cf. Baltimore City Code, Article 24, Section 19). In every instance, efforts will be made either to escort visitors or to notify the teacher prior to a visit to the classroom.

13.5 Safe and Secure Schools. The Board shall continue to make every effort to maintain safe and secure schools. When appropriate, the Board shall institute safety procedures which may include visitor passes, security guards and any other necessary preventive measures.

ARTICLE 14

Professional Development

14.1 Tuition Reimbursement.

A. The Board shall establish a tuition reimbursement fund of \$165,000 for use during each year of this Agreement.

B. Subject to available funding, the Board shall pay a portion of the cost of tuition fees for courses taken by teachers up to and including nine credit hours in an educational field or related educational process according to the following percentages:

1. Up to Masters' Degree — 75%
 2. Masters' Degree and beyond — 50%
- C. A teacher receiving tuition reimbursement

shall be required to remain an employee of the Board for the entire semester following the reimbursement. If for any reason a teacher is unable to fulfill this requirement, the teacher shall return all tuition reimbursement monies for the previous semester to the Board.

D. The only grade requirement for tuition reimbursement shall be a passing grade.

E. Applications for course approval shall be made by certified mail to the Division of Personnel, Attention: Tuition Reimbursement, 3 E. 25th Street, Baltimore, Maryland 21218.

F. The following deadlines for submitting applications for approval and reimbursement shall be as follows: Third Friday in October, deadline for receipt of applications for the fall semester and receipt of passing grade for the previous summer semester and tuition payment statement or tuition bill with a cancelled check. Last Friday in February, deadline for receipt of applications for the spring semester and receipt of passing grade for the previous fall semester and tuition payment statement or tuition bill with a cancelled check. Third Friday in July, deadline for receipt of applications for the summer semester and receipt of passing grade for the previous spring semester and tuition payment statement or tuition bill with a cancelled check.

G. The Board shall notify all applicants of course approval within fourteen (14) days of application.

H. If all appropriate information and documentation that a course has been passed is completed and submitted by the specified deadline in Article 14, Section F., payment for tuition reimbursement shall be made within sixty (60) days.

ARTICLE 15

Leave of Absence

15.1 Communicable Diseases.

A. An employee who is absent because of contact with a communicable disease which requires isolation under the City Health Code, but who does not have the disease himself, shall be paid full salary for such time as the Health Commissioner of Baltimore City declares the staff member subject to isolation.

B. When an employee has contacted a communicable disease as defined above and there exists a substantial number of cases of that disease among those students with whom the employee has had direct contact, as determined by the school system's Medical Officer, that employee shall suffer no loss of pay or accumulated sick leave time for any days that

the employee is absent from the school. Prior to approval of this leave with pay, medical verification of the employee's illness shall be required.

15.2 Sick Leave.

A. Each employee may be granted sick leave with pay during leaves of absence because of personal illness. Teachers may in each school year be credited with fifteen (15) work days of sick leave. Any unused sick leave shall be carried forward from year to year and accumulated up to a maximum of 235 days.

B. Teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from childbirth. The Board and the Union recognize that there is a presumption that this disability will occur in most cases for a period of four (4) weeks before and six (6) weeks after delivery. Upon termination of such disability, the teacher must return to work unless she resigns or requests a leave of absence.

C. Up to five (5) days of accumulated sick leave may be used by the teacher in the case of illness in the teacher's immediate family as defined in Board rules.

D. Whenever medical verification is required as a result of the present Board policy, said verification shall only state that the employee was absent for medical reasons and is now capable of returning to work.

15.3 Sick Leave Conversion.

A. Annual.

1. The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year.

2. For every four (4) days of sick leave accumulated during the sick leave year, an employee may convert one (1) day to cash, at his rate of pay at the time of conversion, and retain the remaining three (3) days in his sick leave account. A maximum of three (3) days of sick leave may be converted to cash. An employee's days of personal business leave which, unused, have been accumulated as sick leave is not subject to annual sick leave conversion.

3. An employee may convert to cash either all or none of the days to which he is entitled. Conversion of only some of the days to which an employee is entitled is not allowed.

4. Payment for sick leave conversion will not be included in the employee's regular salary check, but will be made by a separate check. These

checks will be issued no later than December 24 each year, and will include the usual deductions for taxes and Social Security.

B. Upon Termination. In addition to the above sick leave conversion, employees who are pensioned or who elect to terminate their City service without pension and have completed at least twenty (20) years of service, regardless of age, shall be entitled to convert one (1) day's pay for each four (4) days of unused accumulated sick leave at the time of their retirement and/or termination from City service.

15.4 Sick Leave Bank.

A. The sick leave bank will continue in effect.

B. Effective July 1, 1980, membership in the bank will be voluntary for all employees. Thereafter all new employees who request membership will be assessed one day of sick leave for deposit in the bank.

C. A member of the bargaining unit may participate in the bank only after:

1. Filing application with the Sick Leave Bank Committee;
2. Submitting satisfactory medical evidence of the illness;
3. Submitting evidence of having exhausted all accumulated leave;
4. Satisfying such other criteria as may be established by the joint committee which includes an evaluation of the teacher's past sick leave usage record.

D. A joint committee of six (6) members, half named by the Board and half named by the Union, will administer the sick leave bank and establish specific procedures for its utilization.

E. The Joint Committee shall consider all aspects of the payback system and explore alternatives.

F. New employees must join the sick leave bank within the first thirty (30) days of their employment or lose their right to do so.

G. Employees may relinquish their membership in the sick leave bank at any time; if they do so, however, they will lose both their contribution in the sick leave bank and their right to rejoin the bank at a later date.

H. A member will lose the right to utilize the sick leave bank if his employment with the Baltimore City Public Schools is terminated.

I. All contributions will remain in force and cannot be returned even upon cancellation of a membership. In no case will the granting of leave from

the bank cause a member to receive more than his or her annual salary.

J. All unused sick leave days in the bank at the end of a school year shall be carried over to the next school year.

15.5 Job-Related Injury.

A. Employees who sustain injuries occurring in connection with their assigned duties and not as a result of their own negligence shall be eligible for leave of absence without loss of pay up to a maximum of one year from the date of the job-related injury. The leave is subject to the approval of the Division of Occupational Medicine and Safety. The employee shall submit to reexamination by the Division of Occupational Medicine periodically as required, but at least every three (3) months. In any case where the injury requires an extended leave of absence, the Board may request that the employee be considered for retirement because of accidental disability.

No employee shall be entitled to receive Workmen's Compensation benefits for temporary total disability during the time, or covering the period, that said employee is receiving his or her full salary for job injury leave as outlined above.

B. Absence due to disability resulting from an assault will be covered by an assault leave. This leave will not be charged to sick leave. The teacher will be in full pay status for the duration of the disability.

C. There will be a City Oversight Committee established to review all employees rejected or released on the basis of decisions made by the Office of Occupational Medicine and Safety.

D. The Union and the Office of Occupational Medicine and Safety will meet to review the problems of unit members who must report to the Clinic because of job-related injuries.

15.6 Personal Business Leave.

A. An employee shall be granted one (1) day leave of absence each year for necessary personal business without loss of pay. If unused, such personal business leave shall be accumulated as sick leave, but not subject to annual sick leave conversion.

B. Each employee shall be permitted to use up to two (2) days per year of accumulated sick leave for necessary personal business which shall be non-cumulative from year to year and treated as sick leave.

C. A request for personal business leave either on the day before or after a holiday or on the two (2)

days preceding the last day for students in June may be honored only upon satisfactory justification by the employee that said business cannot be rescheduled to a day other than those mentioned above.

Recommendation for approval of the personal business leave mentioned in the above paragraph will be made by the school Principal to the appropriate Executive Director.

D. Personal leave shall not be unreasonably denied provided that the employee requests such leave at least two (2) working days in advance. In bona fide emergency situations, the two (2) days' notice may be waived. Except as stipulated in paragraph 1 of C above, employees shall not be required to give explanation other than that the leave is being requested for personal business.

15.7 Field Trips.

It is not the policy, when permission has been granted, to require teachers to use sick or personal leave when they take students on field trips.

15.8 Other Leaves of Absence Without Pay.

Employees may be granted leaves of absence without pay upon recommendation by the Superintendent and approval of the Board of School Commissioners, according to the policies and procedures of the Rules of the Board of School Commissioners.

15.9 Sabbatical Leave.

A. Employees who have served as full-time employees for a period of seven (7) or more consecutive years, including probationary or elected service, in the Baltimore City Public School may be granted sabbatical leaves of absence. The first such leave may be granted after the seventh (7th) consecutive year of active service, and additional leaves after each successive period of seven (7) years of active service. Accrued service shall not entitle any person to more than two (2) semesters of sabbatical leave in a period of eight (8) consecutive years.

B. A study leave of one (1) year in length or a military leave of two (2) years in length shall not be construed as breaking the continuity of service, but neither is to be counted as part of the seven (7) years service requirement.

C. A sabbatical leave shall be granted only to those persons who have been on active duty during the year immediately preceding the sabbatical leave year and who are on active duty at the time the leave is to be effective.

D. For purposes of determining eligibility for sabbatical leave, active service shall be construed as service of such length and quality as to qualify for a

full service salary increment for each year. Time spent on sabbatical leave shall count towards eligibility for further movement on the salary scale but shall not count as active service for purposes of determining eligibility for a subsequent sabbatical leave.

E. Fully-degreed provisional teachers who subsequently are elected to tenure shall be permitted to count the two (2) years of provisional service prior to election as part of the period of seven (7) consecutive years of service.

F. Sabbatical leave may be granted for the purpose of study and travel or for such other purposes as may be recommended by the Superintendent and approved by the Board. Employees on sabbatical leaves may not enter into gainful employment except upon the approval of the Superintendent.

G. During the period of sabbatical leave, each staff member shall receive one-half ($\frac{1}{2}$) of his regular salary. In the cases of persons receiving salary differentials, an additional deduction of fifty per cent (50%) of the salary differential shall be made for the period of the leave.

H. During the period of sabbatical leave, each employee shall be entitled to all of the privileges and opportunities which he would enjoy if he were in active duty. Upon his return from leave, he shall have the same right of returning to the position he occupied prior to his leave which he would enjoy had he remained on active duty. He shall not be transferred in the normal course of administrative operation.

I. The method of selecting staff members to be granted sabbatical leaves shall be as follows:

In order to continue the services of the schools at a high level, the number of staff members to whom sabbatical leave is granted shall be determined at any time by the number of qualified substitutes who are available for replacement purposes. From among all those staff members eligible for leave by virtue of their service, those individuals who have served longest in the Baltimore City Public Schools without receiving any sabbatical leave shall be given first consideration. The Board shall grant sabbatical leave to some qualified applicants. The sum of individuals on leave in any one (1) year is not to exceed three per cent (3%) of the unit. This maximum quota of three per cent shall be distributed throughout the system so as to prevent any undue absence from any one school, from any single department within a school, or from any single division of the school system.

J. Any employee to whom sabbatical leave is granted shall be required, as a condition of the

granting of the leave, to agree to return to the Baltimore City Public Schools for at least one (1) year following the expiration of his leave. As an option to this service requirement, any individual may, if he so elects, return to the City of Baltimore the salary which he received during the period of leave.

K. Application for sabbatical leave must be submitted to the Assistant Superintendent of Personnel no later than the close of the work day on December 15. Action by the Board shall be completed no later than June 1 of that school year.

L. Notices shall be sent to all applicants of the Board's action on their request, and stated reasons for denial of a teacher's request shall be provided in writing to the individual with a copy to the Union.

15.10 Professional Meetings. With the permission of the Superintendent, leave without loss of pay shall be granted employees in order to attend professional meetings.

15.11 Matrimony. Leave of absence, for the purpose of marriage, shall be granted with loss of full pay and shall not exceed ten (10) working days.

15.12 Military Spouse. An employee may obtain a leave of absence with loss of full pay for a period not to exceed twenty-five (25) working days in any one (1) school year to spend time with the spouse who is in military service outside the Baltimore area. Matrimony leave within the same school year shall be included in these twenty-five (25) days. Unless the employee returns to duty on or before the expiration date, resignation may be requested by the Superintendent.

15.13 Parental.

A. Teachers shall at their request be granted a leave of absence without pay for child-bearing and/or child-rearing for such period of time as they specify but not to exceed one (1) year. Upon application, said leave may be extended up to, but not beyond, the beginning of the school year (September 1) following the child's third birthday.

B. Application for such leave shall be made as soon as possible but normally at least ninety (90) days prior to the effective date.

C. Teachers adopting an infant shall, at their request, receive the same leave without pay as set forth in paragraph A above which shall commence upon the teacher's receiving de facto custody of said infant or earlier, if necessary, to fill the requirements for the adoption. Application for adoption leave shall be made as soon as possible.

D. Upon expiration of leave, an employee's reassignment to active duty shall be contingent upon the

existence of a vacancy for which the employee is qualified. Exceptions to the foregoing may be made in the case of an employee whose parental leave begins during a given semester, as follows:

- a. If parental leave begins prior to October 1 or March 1 of a given semester, the employee shall be returned to the previous position only at the beginning of the following semester.
- b. If the parental leave begins on or after October 1 or March 1 of a given semester, the employee shall be returned to his previous position at the beginning of the following semester or of the next following semester.

The above two exceptions shall apply provided that the employee notifies the Assistant Superintendent of Personnel of his intention at least twenty (20) calendar days prior to the start of the semester of his planned return.

15.14 Graduation Exercises.

A. Leave of absence for attendance at senior high school or college graduation exercises shall be granted an employee as follows:

1. A one (1) day leave of absence without loss of pay to attend his own graduation.
2. A one (1) day leave of absence without loss of pay to attend the graduation exercises of spouse or child.
3. All other graduation leave shall be with loss of full pay provided that such leave may be charged to personal business leave with no loss of pay if the employee so elects.

15.15 Religious Holidays.

A. An employee may be absent with loss of half pay for the observance of traditional and customary religious holidays. Such holidays are to be interpreted as those days when members of the employee's religious group, in the observance of their fundamental beliefs, engage in religious duties and do not carry on their regular professional or business activities.

B. Religious leave may be charged to personal business leave with no loss of pay if the employee so elects.

15.16 Bereavement Leave.

A. In the case of the death of a parent, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, husband, wife, child or grandchild (including those in this group who are step, half-blood or foster relations), or in the case of the death of a member of the immediate

household of an employee, the employee shall be granted a leave of absence without loss of pay for a period not exceeding four (4) consecutive working days beginning with the date of death except that no day during this period on which the employee has been on duty shall be counted in computing the length of the leave.

B. In the case of the death of a relative not mentioned in Paragraph A above, the employee shall be granted a one (1) day leave of absence with no loss of pay to attend the funeral. Additional days for this purpose may be charged to personal business leave with no loss of pay if the employee so elects.

15.17 Funeral of Member of Faculty.

Two (2) members of a school faculty may be designated by a school faculty to attend the funeral of a member of the faculty without loss of pay.

15.18 Military Leave.

A. A military leave of absence shall be granted with loss of full pay to employees who enlist, are inducted, or are recalled as reserve officers, members of the organized reserves, or members of the National Guard for service in our military forces.

B. Employees, including those persons assigned to positions between the close of school in June and the opening of school in September, who have been inducted or enlist in the armed services, or have been recalled as reserve officers, members of the organized reserves, or members of the National Guard for service in our military forces before they report for active duty in the Department of Education shall be given military leave of absence.

C. Employees who enter military service shall, upon return to service with the Baltimore City Public Schools, be assigned to a position equivalent to that held when leave commenced.

D. Leaves of absence to permit an individual to engage in civilian work related to some military activity shall not be approved except where unusual circumstances exist.

E. All employees who are members of the military or naval establishments of the United States of America or of the State of Maryland shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year except by special recommendation of the Superintendent and special action of the Board, without loss of pay for the working days included in the leave.

F. A one (1) day leave of absence without loss of pay shall be granted for a physical examination when required by military authorities.

15.19 Benefit Continuation. During an unpaid leave of absence, the employee shall be carried on the payroll on inactive status and, at his discretion, may make arrangements with the Department of Finance to continue the group Blue Cross/Blue Shield benefits at the employee's expense. The City shall have no obligation to provide insurance benefits during an unpaid leave of absence.

15.20 Jury Duty. Employees who are required to perform jury service in any court (city, federal or county) shall be paid their regular salary, less the amount received for such jury service. Employees shall also notify their appropriate administrator at the time they first receive notice that they may be called to serve as jurors.

ARTICLE 16

General

16.1 Effects of Agreement. This Agreement shall constitute Board policy on the specific subject matters contained herein for the terms of said Agreement and the Board will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its Administrative Regulations and/or policy statements and take such other legal action as may be necessary in order to give full force and effect to the provisions of this Agreement.

16.2 Notification and Discussion. Before the Board adopts a policy which affects teachers' wages, hours or any other conditions of employment not covered by the terms of this Agreement, the Board will notify the Union in writing of its intentions at least thirty (30) days prior to the anticipated change. The Union will have the right to discuss with the Board the anticipated change provided it files such a request with the Board within ten (10) days after the receipt of said notice.

16.3 Printing of Agreement. The Union shall make arrangements for the printing of this Agreement, the cost of which the Board agrees to share with the Union.

16.4 Negotiations Procedure.

A. On or about November of the year preceding the expiration year of the then current Agreement, either of the parties desiring to open negotiations for a successor agreement shall give written notice of such an intention to the other party.

B. The negotiations shall be geared insofar as possible to the budget-making process of the City of Baltimore. The parties agree that its first negotiation session following its notice required above shall be convened not later than the first week of December of the year preceding the expiration year of the then current Agreement. Subsequent negotiating sessions and procedures shall be established by mutual consent.

16.5 Just Cause. No teacher shall be disciplined, reduced in rank or compensation, suspended, or discharged without just cause.

ARTICLE 17

Student Discipline

17.1 Student Disciplinary Procedure. The Board's procedure on student disciplinary problems shall continue in force.

17.2 Committee. A committee shall be formed to study student discipline. This committee shall consist in part of representatives of the Board and representatives of the Union and it shall be expanded by the Board to include individuals representing parents, students, administrators, and other appropriate groups.

17.3 Classroom Discipline. Teachers are responsible for the maintenance of discipline in the classroom through the use of appropriate instructional activities and materials, classroom management techniques, human relations skills, and referrals to available resources. However, there may be times when a student's behavior is disruptive to the educational program, and in such situations the teacher may remove the student from the classroom and refer the student to the Principal or designee. The student will not be returned to the referring teacher's classroom until the principal or his designee has investigated the reason(s) for the student's removal and until the Principal or his designee has discussed the student's misbehavior with the teacher at the earliest mutually agreed upon time.

ARTICLE 18

Unit Subdivisions

18.1 Home and Hospital Teachers.

A. Full-time Home and Hospital Teachers will continue to be paid on the same salary scale as other teachers in the system.

B. The duty day for teachers and other teacher-level personnel working directly with children in the Department of Home and Hospital Instruction shall be the same as other teachers.

C. Home teachers shall be allowed two (2) hours per week of scheduled time to prepare lessons.

D. Hospital schools shall receive service by the inter-office mail system four (4) days per week.

18.2 Library Media Specialist.

A. The Board will move toward providing students with library resource services in every school.

B. Except in an emergency, no Library Media Specialist shall be required to teach courses other than those in their area of responsibility or to substitute for absent teachers.

18.3 School Social Workers.

A. The Baltimore City Public Schools' Division of Personnel shall review all professional position announcements prior to their publications to determine whether a social work background is appropriate for the position.

B. The Board will explore the establishment of a Senior Social Worker position in each area to provide discipline supervision as required for election.

C. The Board shall make every effort to see that Social Workers shall be provided with an area which has a telephone and a place to secure files as well as clerical support services for that school.

D. A committee shall be established composed of three (3) members selected by the Union and three (3) members selected by the Board. The committee shall meet to review and develop an appropriate evaluation instrument and process. The present system will continue until the results of the committee action are approved and implemented by the Board. In addition, the committee shall consider the development of a set of goals and objectives which upon approval by the Board will be issued to all Social Workers.

E. School Social Workers (SSW) continuing Education Units shall be evaluated as a part of the promotional procedure.

F. School Social Workers (SSW) shall be provided by their Central Office with the necessary forms and supplies in sufficient quantity to perform their assigned tasks.

G. The Board shall seek the input of the training and expertise of the School Social Workers (SSW) in the planning and implementation of board programs designed to ameliorate some of the factors that impact upon the total school community such as non-attendance to school and the drop out rate, teen pregnancy and preventing child abuse and/or neglect, teen killings and suicide and drug use as well as alternative educational settings.

18.4 Department Heads.

A. Department Heads shall not be required to act as the school disciplinarians.

B. Department Heads shall be released from teaching assignments as follows:

Size of Full-Time Staff	Classification	Reduced Teaching Load
4-6	IV	5 Periods/Week
7-9	III	10 Periods/Week
10-15	II	15 Periods/Week
16 and over	I	20 Periods/Week

C. If as a result of a reduction in the number of full-time staff, a Department Head position is eliminated, said Department Head shall be considered on layoff status for said position only. No other employee shall be hired as a Department Head until the Department Heads in the same school on layoff status have been recalled, have declined, and/or have failed to accept a recall. The filling of said vacancy shall be based on qualifications and seniority.

18.5 Counselors.

A. Newly ordered file cabinets for Counselors will have locks. No Counselors shall be held accountable, unless through their own negligence, for the loss of school records unless there is a secure place for storage.

B. Counselors, although generally working the same overall hours as teachers, shall be allowed to use flexible hours if it improves their service to pupils.

C. The duty of maintaining school attendance records shall not be assigned to Counselors.

D. Counselors shall not be required, except in an emergency to handle homeroom assignments, schedule or score large-scale tests, prepare school master schedules, complete entries and withdrawals and schedule conferences between classroom teachers and parents.

E. The Board will survey the telephone needs of Counselors. The Municipal Telephone Exchange shall be involved in determining phone usage and appropriate systems. A target of the study shall be that there should be no more than five (5) Counselors on one line.

F. The Board will make every effort to reduce the caseload of Counselors. In furtherance of this objective, a committee shall be established consisting of three (3) members selected by the Union and three (3) members selected by the Board to review the current status of this effort.

G. A committee composed of members selected by the Board and by the Union shall be established to review the current Counselor evaluation instrument. The report of this committee shall be implemented upon completion.

18.6 Educational Associates.

A. Educational Associates' positions will be evaluated to determine their proper responsibilities including whether the position shall be performed on a 10 or 12-month basis. Those positions which are determined to be 10-month shall have their salary level adjusted in the amount of 10.5/12 as compensation for following administrative hours, when they work in an office.

B. Employees determined as filing 10-month positions shall, if they work beyond 10-months, perform only special functions.

C. Regularly scheduled work performed during July and August shall only be performed by 12-month employees.

D. Ten (10) month employees who work at their normal assignments during the summer shall be compensated at their regular daily rate.

E. Ten (10) month employees wishing to work during the summer and for whom the Board cannot offer summer work, will have their names placed on a list maintained by the Board by office location. The Board shall offer in writing, to other City Agencies the opportunity to solicit the expertise and skill of these employees.

F. By mutual agreement of the staff and supervisors, flex time may be allowed at those work sites where it is feasible.

18.7 Therapists.

A. It is the intent of the Board to continue to comply with State case-load requirements.

B. During the term of this Agreement, the Board shall develop and establish a resource bank for use by Therapists. Such a bank will include testing and therapeutic materials and equipment needed to perform the appropriate diagnostic and therapeutic services. These supplies are to be located at the Area Offices for use by Therapists. Materials and equipment on loan to Therapists are to be treated as any other school-owned property.

C. The Board will attempt to identify in advance those individuals who wish CFY supervision and the Therapists with ASHA certification to provide this supervision. Principals will be apprised of the availability of this service and arrangements will be made through the appropriate Executive Director.

The Therapists identified to provide this supervision should be given consideration for schedule adjustments.

D. It is not recommended that Speech Clinicians or Speech Language Pathologists carry homeroom responsibility if that time is scheduled for service to students.

E. A committee of six (6) members, three (3) named by the Union, and three (3) named by the Board, shall be established to develop an evaluation instrument for Speech/Language Pathologists with specific guidelines and standard procedures for use in all schools.

F. The supervision of student clinicians shall continue to be voluntary.

G. No Speech/Language Pathologists shall be made ARD Managers for screening purposes.

H. A committee will be established to develop an evaluation instrument to be used in all schools for Speech/Language Pathologists.

18.8 Art, Music and Physical Education.

A. Art, Music and Physical Education teachers should not be asked to perform any non-art related task that takes away from teaching assigned art, music or physical education classes.

B. Every effort will be made within budgetary and physical building constraints to provide each art classroom area with a sink, proper lighting, cabinets and a proper storage area.

C. The Board will make every effort to schedule art classes consistent with the number of available spaces in classrooms.

D. The number of schools an elementary Art, Music or Physical Education teacher services should be equitably distributed on a rotating basis.

E. Transfers of Art, Music and Physical Education teachers should be limited in frequency.

F. Every effort will be made to insure that Art, Music and Physical Education teachers should not be required to teach more than three different preparations.

G. The Board will make every effort to schedule art, music and physical education classes consistent with the guidelines for the assignment of Special Education Students to elective subjects.

H. The Board agrees to undertake a study with input from the Union on the role, function and effect of an art and music therapy program.

I. There shall be an opportunity for Art, Music and Physical Education teachers to attend sessions to receive training on teaching art, music and physical education to exceptional children.

18.9 Athletics.

A. It is the responsibility of the Director of Athletics to make proper requests for assistance in crowd control at interscholastic athletic activities.

B. Game administration and organization shall be the responsibility of the Director of Athletics.

C. All Coaches shall be members of the Baltimore City Public Schools teaching staff.

D. No Coach shall be disciplined, reduced in rank or compensation, suspended, or discharged without just cause.

E. One representative appointed by the Union shall serve as a member of the Rules on Athletics Revision Committee.

F. An absence of a Coach on a regular work day, excluding sick leave, shall not prevent said Coach from performing his duties as a Coach on that particular day.

G. The Board will explore the possibility of paying Coaches and Directors of Athletics separate paychecks for coaching.

18.10 Business Education.

A. Business Education teacher skills shall be considered in determining their assignments.

B. Every effort will be made to limit the size of classes for developing skills in the use of business machines to the number of serviceable machines in the classroom.

C. All available business education equipment shall be distributed equitably according to need throughout the system.

18.11 Vocational Education.

A. The Board will continue its efforts to maintain compliance with applicably established safety requirements as well as assigning students where there are adequate work stations.

B. The Board will continue its efforts to maintain compliance with and adherence to the standards of the Maryland Occupational Safety and Health Act. Wherever possible, and where the expenditure of additional monies is not required, the Board shall

identify and eliminate obvious safety hazards which may exist in shop areas, such as those involving storage facilities for volatile fluids.

18.12 Special Education.

A. A special Teacher-Board Committee composed of six (6) members selected by the Union and six (6) members selected by the Board, shall be continued to advise the Associate Superintendent for the Division of Pupil Services and Special Programs on the following areas:

1. Curriculum in the Secondary Schools.
2. Department Head responsibilities at the secondary level including teaching duties.
3. Supervision of Special Education Teachers.
4. The need for a support system for teachers in the Elementary Schools.
5. Appropriate assignment and use of Aides.
6. The size of classes in relation to the grouping of children being served.

The Committee recommendations shall be completed by the end of the 1986-87 school year to allow for the implementation of any Board approved recommendations. The Committee may continue its work in succeeding school years.

B. The resource bank previously developed for use by Special Education Teachers shall continue. Such bank will include testing materials needed to perform the appropriate Special Education services. These materials are to be located at an appropriate central office for use by teachers. Materials on loan to Special Education Teachers are to be treated as any other property.

C. In-service programs in Special Education for Industrial and Vocational Education Teachers shall be implemented by September 1987.

D. A series of Special Education in-service workshops shall be provided by the Board for the following classifications of employees:

Non-Special Education Teachers
Administrators
Educational Assistants

The topics of said Workshops shall be based on the results of a revised assessment form that was distributed in fall 1982 and/or a more current needs assessment.

E. The only forms required shall be those provided by the appropriate administrator in the Central Office.

F. All forms shall be stored in an appropriate central location.

G. The recommendations developed by the Forms Committee shall be implemented during the term of this Agreement.

H. Priority shall be given to the Special Education Department by the Data Center for updating SSIS information.

I. By October 31 of each year of this Agreement, a calendar of staff development activities shall be issued.

J. Secondary Special Education Department Heads will be required to teach at least one class.

K. A support system for elementary Special Education Teachers will be implemented by September 1986.

L. The name of the Principal's Designee shall be changed to ARD Manager.

M. For every twenty (20) students listed on SSIS Nature 11, a school site will be assigned a .1 position for ARD management.

N. The Board will assume responsibility for developing a policy to be approved by the Superintendent and the Health Department for dealing with communicable and sexually transmitted diseases.

O. Special Education curriculum guides will be distributed to Special Education Teachers by September 1986. Regular curriculum guides will, be distributed to appropriate level 3 and 4 teachers by October 1, 1986.

P. For development of I.E.P.s vocational education and objectives will be used for secondary ARD teams.

Q. Training in vocational career education will be available to secondary Special Education Teachers.

R. The Board will provide training for all staff on the new graduation requirements and their impact on Special Education Students by January 1987.

S. The Board will provide training for new teachers on ARD process.

T. The Board will provide training for vocational education personnel on implementation of I.E.P.s by June 1987.

U. Psychiatric consultation service for use by teachers of emotionally handicapped students (Level 5) will be provided on a regular basis.

18.13 Support Teachers.

A. The Board shall make every effort to assign Support Teachers to the same school for a minimum of two (2) years.

B. Support Teachers shall perform only those duties that are outlined in their job description. Any other duties requested will be performed strictly on a volunteer basis, without reprimand for refusing to perform an unrelated service except in emergencies as defined in Article 1, Section 1.5.

C. A committee shall be established of the Union and the Board of equal numbers to deal with meetings, distribution of materials, implementation of curriculum, proper assignment and reporting for duty prior to the opening of school.

18.14 Psychologists.

A. Psychologists II shall provide supervision within the discipline and assist in the evaluation of each Psychologist. Supervision by Psychologists II will be on a voluntary basis.

B. Every effort will be made to provide Psychologists with private work space equipped with a telephone, desk, lockable file cabinet and access to clerical service.

C. Psychologists shall be provided with any policy or procedural changes made by the Board regarding their areas of concern such as suspension, attendance, etc.

D. The Board will make every effort to provide sufficient supplies such as pens, pencils, test forms, legal pads, plain paper, etc. to perform assigned tasks.

E. By mutual agreement of the staff and supervisors, flex time may be allowed for those work sites where it is feasible.

18.15 Unit I Area and Central Office Employees.

A. Twelve (12)-month employees shall receive two (2) days per month as vacation days. The vacation days shall be taken at the discretion of the employee after consultation with his immediate supervisor. Unused vacation days may be accumulated from year to year, with a maximum accumulation of seventy-two (72) days. At the time of separation from City service, employees shall be paid in full for any accumulated vacation leave, except in cases of bona fide indebtedness to the employer.

B. Twelve (12) month employees shall receive eighteen (18) sick days per year.

C. Twelve (12) month employees shall receive wages as described in Article 5, effective July 1, of each contract year. In the event that the effective date of the salary adjustment falls within the first half of the pay period, the employee shall receive the payment for the entire pay period. If the effective date of the salary adjustment falls within the second half of the pay period, the payment shall be made as of the next succeeding pay period.

18.16 Audiologists.

A. Where possible there shall be equipment in good working condition available for Audiologists as needed.

B. There shall be a centrally located audiological suite which shall be used to evaluate students on a regular basis.

C. Materials and supplies will be included in the Special Education Cost Center Budget.

D. The Board shall make every effort to provide at the school site, a desk, chair, file cabinets, tables and telephone.

ARTICLE 19

Severability

19.1 Conformity to Law. If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

19.2 Conflict with State, Federal Grant-in-Aid Funds.

Should any provision of this Agreement jeopardize the receipt by the City of any State or Federal grant-in-aid funds or other State or Federal allotments of money, the provision shall be deemed invalid. In this case, "jeopardize" shall mean a judgment made by the appropriate agency that a particular course of action could delay, interrupt, curtail or eliminate funding of a particular program.

ARTICLE 20

No Strikes

20.1 No strikes.

A. An employee organization may not call or direct a strike.

B. Any employee organization designated as an exclusive representative that violates any provision of this Article shall have its designation as exclusive representative revoked by the public school employer and the employee organization and any other employee organization that violates any provision of this section is ineligible to be designated as exclusive representative for a period of two (2) years after the violation.

C. If an employee organization violates any provision of this section, the public school employer shall stop making payroll deductions for dues of the organization for one (1) year after the violation.

ARTICLE 21

Personnel File.

21.1 Personnel File

A. There shall be only one (1) official file for each teacher maintained by the Department of Education.

B. A teacher, upon proper identification to the staff of the Personnel Division, shall be permitted to examine his file. The teacher shall indicate in writing, to be placed in the file, that he has examined the file.

C. No material relative to a teacher's conduct, service, character or personality will be placed in the file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and said answer shall be attached to the file copy.

D. The employee shall be permitted convenience in reproducing, on the Board's premises, any material in his file.

E. Administrators shall be encouraged to place in the employee's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such materials received from outside, competent, responsible sources shall also be included in the employee's file.

ARTICLE 22

Non-Discrimination

22.1 Non-Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin or handicap and political affiliation.

22.2 Personal Pronouns. In all instances in this Agreement in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

Conclusion

This Agreement, entered into by the Board in the exercise of its authority under the provisions of Title 6, Section 6-408, of the Annotated Code of Maryland, as amended; the Charter of Baltimore City and other regulating statutes, provides terms and conditions for the joint relationship which will benefit the Board and the employees. This Agreement and each of its provisions shall be effective as of July 1, 1986, and shall continue in force and effect until June 30, 1989.

In witness whereof, the Parties hereby have caused the present to be signed and sealed the 26th day of August, 1986.

City of Baltimore:

(s) Mr. Jeffrey A. Austin
(s) Mr. Robert C. Embry, Jr.
(s) Mrs. Alice G. Pinderhughes
(s) Mr. Howard E. Marshall
(s) Dr. Monroe R. Saunders, Sr.
(s) Mrs. Ruth F. Silverstone
(s) Mr. Robert L. Walker
(s) Mr. Joseph Lee Smith
(s) Mrs. Doris M. Johnson
(s) Mrs. Erla McKinnon
(s) Mr. Charles E. Thompson
(s) Mr. Edward V. Tildon
(s) Dr. Lewis H. Richardson
(s) Mr. Alan W. Harris
(s) Ms. Cheryl L. Curtis
(s) Ms. Deborah Jowhar
(s) Mr. Douglas Brown
(s) Mr. Ronald Karasic
(s) Mr. Larry Shapiro
(s) Mr. Paul Gorman
(s) Mr. Craig Spilman
(s) Mr. Matthew Riley
(s) Mr. Luther Day
(s) Mr. Louis King
(s) Ms. Frances Jolley
(s) Mr. Earl Jones

Baltimore Teachers Union, American Federation of Teachers, Local #340, AFL-CIO Teacher Negotiating Team:

- (s) Mrs. Irene B. Dandridge
- (s) Mrs. Lorretta Johnson
- (s) Mr. Reuben Ash
- (s) Ms. Barbara Bennett
- (s) Ms. Sharon Blake
- (s) Ms. Pamela Burger
- (s) Ms. Doris Countess
- (s) Mr. Brian Dale
- (s) Ms. Alma Darby
- (s) Mr. David Fowler
- (s) Ms. Morro Hawkins
- (s) Mr. Nathaniel Martin
- (s) Mr. Art Milburn
- (s) Mr. Michael Nuth
- (s) Ms. Betty Wilson
- (s) Ms. Joyce Wheeler

ADDENDUM I
TEACHERS PAY SCALE
1986-87 School Year

Step	Grade 914	Grade 915	Grade 916	Grade 917
1	\$17,000	\$18,187	\$19,182	\$20,320
2	\$17,162	\$18,360	\$19,364	\$20,513
3	\$17,488	\$18,709	\$19,732	\$20,903
4	\$17,838	\$19,083	\$20,127	\$21,321
5	\$18,311	\$19,589	\$20,660	\$21,886
6	\$18,860	\$20,177	\$21,280	\$22,543
7	\$19,426	\$20,782	\$21,918	\$23,219
8	\$20,009	\$21,405	\$22,576	\$23,916
9	\$20,609	\$22,047	\$23,253	\$24,633
10	\$21,231	\$22,716	\$23,958	\$25,376
11	\$21,868	\$23,398	\$24,677	\$26,139
12	\$23,896	\$25,568	\$26,964	\$28,561
15	\$27,649	\$29,134	\$30,329	\$31,221
20	\$28,492	\$30,097	\$31,293	\$32,184
25	\$29,335	\$31,060	\$32,256	\$33,147

ADDENDUM II
TEACHERS PAY SCALE
1987-88 School Year

Step	Grade 914	Grade 915	Grade 916	Grade 917
1	\$18,000	\$19,096	\$20,141	\$21,336
2	\$18,162	\$19,278	\$20,332	\$21,539
3	\$18,362	\$19,644	\$20,719	\$21,948
4	\$18,730	\$20,037	\$21,133	\$22,387
5	\$19,227	\$20,568	\$21,693	\$22,980
6	\$19,803	\$21,186	\$22,344	\$23,670
7	\$20,397	\$21,821	\$23,014	\$24,380
8	\$21,009	\$22,475	\$23,705	\$25,112
9	\$21,639	\$23,149	\$24,416	\$25,865
10	\$22,293	\$23,852	\$25,156	\$26,645
11	\$22,961	\$24,568	\$25,911	\$27,446
12	\$25,091	\$26,846	\$28,312	\$29,989
15	\$29,831	\$31,391	\$32,645	\$33,582
20	\$30,717	\$32,402	\$33,658	\$34,593
25	\$31,602	\$33,413	\$34,669	\$35,604

ADDENDUM III
TEACHERS PAY SCALE
1988-89 School Year

Step	Grade 914	Grade 915	Grade 916	Grade 917
1	\$19,000	\$20,051	\$21,148	\$22,403
2	\$19,120	\$20,242	\$21,349	\$22,616
3	\$19,280	\$20,626	\$21,755	\$23,045
4	\$19,667	\$21,039	\$22,190	\$23,506
5	\$20,188	\$21,596	\$22,778	\$24,129
6	\$20,793	\$22,245	\$23,461	\$24,854
7	\$21,417	\$22,912	\$24,165	\$25,599
8	\$22,059	\$23,599	\$24,890	\$26,368
9	\$22,721	\$24,306	\$25,637	\$27,158
10	\$23,408	\$25,045	\$26,414	\$27,977
11	\$24,109	\$25,796	\$27,207	\$28,818
12	\$26,346	\$28,188	\$29,728	\$31,488
15	\$33,023	\$34,661	\$35,977	\$36,961
20	\$33,953	\$35,722	\$37,041	\$38,023
25	\$34,882	\$36,784	\$38,102	\$39,084

ADDENDUM IV

SENIOR HIGH SCHOOL COACHES

	1986/1987/1988
Director of Athletics	\$2,209
Co-curricular Chairperson	739
Badminton	745
Baseball (Varsity)	1,052
Baseball (Jr. Varsity)	848
Cross Country (Varsity & Jr, Varsity)	950
Football (Varsity)	1,857
Football (Varsity Assistant)	1,263
Football (Jr. Varsity)	1,052
Football (Jr. Varsity Assistant)	848
Gymnastics	1,052
Lacrosse (Varsity)	1,052
Lacrosse (Jr. Varsity)	848
Soccer (Varsity)	1,052
Soccer (Jr. Varsity)	848
Softball (Varsity)	1,052
Softball (Jr. Varsity)	848
Swimming (Varsity)	1,052
Swimming (Jr. Varsity)	848
Tennis	745
Track (Varsity)	1,052
Track (Jr. Varsity)	848
Volleyball (Varsity)	1,052
Volleyball (Jr. Varsity)	848
Wrestling (Varsity)	1,052
Wrestling (Jr. Varsity)	848
Custodian of Equipment	1,052
Director of Modern Dance	745
Basketball (Varsity)	1,357
Basketball (Jr. Varsity)	1,052

DEPARTMENT HEAD AND SUPPORT TEACHERS

<u>DEPARTMENT HEAD</u>		<u>SUPPORT TEACHERS</u>
LEVEL		
IV	1549	1719
III	1719	
II	1944	
I	2170	

ADDENDUM V

Representation Fee

1. Amount and Purpose of Representation Fee.

Prior to October 1, 1986, of the 1986-87 contract year, and prior to August 15 of each subsequent contract year, the Union will determine and publish its calculation of the representation fee based on a percentage of its regular expenses and budget; said percentage to represent the cost of all services performed by the Union under Md. Code Anno (1985) Sections 6-401 et seq. of the Education Article. The fee may include all costs incurred by the Union: (1) in negotiation, administration and implementation of the terms of a Memorandum of Understanding or Labor Agreement, all modifications and amendments thereto, and all related proceedings before an Impasse Panel or arbitrator; (2) in the processing of grievances; (3) in the conduct of disciplinary proceedings under Sections 6-201 and 6-202 of the Education Article and in the appeal thereof; (4) in the protection and improvement of civil service rights; (5) in the protection of rights available under local, state and federal anti-discrimination laws; and (6) in any and all other proceedings and matters for which the Union is deemed an exclusive bargaining representative. The Union will base this determination on a review of its financial records and other documents describing the Union's activities for bargaining unit members and will be guided by the language of Section 6-408 of the Education Article, and United States Supreme Court decision in the Chicago Teachers Union v. Hudson, 52 U.S.L.W. 4231 (1986), and other relevant federal and state court decisions. The representation fee will not include the cost of political or ideological activities unrelated to collective bargaining, or activities to or benefiting only union members.

2. Notice to Employees.

In October 1986, and by September 5 in each contract year thereafter, after notifying the Board of the amount of the representation fee, the Union will send a written notice, using the school system's interdepartmental mail facilities, to each employee in the unit who is required to pay such a fee under Article 2, Section 2.15 of the Agreement. The notice will inform and disclose to each member of the bargaining unit:

A. His or her obligation under Article 2, Section 2.15 et seq. of the agreement to pay a representation fee;

B. The procedures described in Article 2, Section 2.15 of the Agreement and this Addendum;

C. The amount of the representation fee and the

manner in which it was determined, including financial disclosure of the major categories of Union expenditures which form the basis for the representation fee;

D. The Board's procedure for automatic payroll deduction of the representation fee and the transmission of such fee to the Union; and

E. The employee's option not to pay the fee, where, if documented, the employee sincerely holds religious beliefs opposed to joining or supporting a labor organization.

3. Pro Rata Portion in Certain Circumstances.

A. If an employee who is required to pay a representation fee under Article 2, Section 2.15 of the Agreement is employed on a part-time basis, or for less than a full contract year, the representation fee for that employee for said contract year will be a pro rata portion of the annual fee, based on the number of days or proportion of time actually worked during said year rounded to the nearest month.

B. If the employment of an employee who is required to pay a representation fee under Article 2, Section 2.15 of the Agreement is terminated (voluntarily or otherwise) before the Union has received the full amount of the representation fee to which it is entitled, then the employee will be liable to the Union for the unpaid portion of the fee.

4. Collection of the Fee.

The fee will be collected by direct payroll deduction made bi-weekly, out of wages, in installments that are as equal as practicable.

5. Exclusions.

A. The obligation to pay a representation fee will not apply to an employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization. In order to be eligible under this Subsection for an exemption from the obligation to pay a representation fee for any contract year, an employee must:

(1) Submit to the Union and the Board prior to October 10 of the 1986-87 contract year, and prior to September 1 of each subsequent contract year, or within thirty (30) days after being hired into a bargaining unit position, whichever is later, a written statement setting forth the basis of his or her religious beliefs;

(2) During said contract year pay an amount equal to the representation fee to a nonreligious, nonunion charity or to such other charitable organization as may be agreed upon by the employee and the Union; and

(3) Prior to the end of said contract year furnish to the Union and the Board written proof of such payment.

B. Article 2, Section 2.15 the Agreement will not apply to substitute teachers who work on a short-term day-to-day basis as described in Section 6-407 (c) (3) of the Education Article.

6. Information and Disputes.

A. Within ten (10) days after the end of each calendar month, the Board will submit to the Union a list of all employees who are newly hired into unit positions during the previous month.

B. Any dispute between the Union and the Board as to the meaning or application of Article 2, Section 2.15 of the Agreement or as to this Addendum V or as to the administration of the representation fee will constitute a grievance within the meaning of the grievance procedure in Article 4 of this Agreement, and will be processed accordingly. However, any dispute or protest by an employee who is required to pay a representation fee shall be handled between the protesting employee and the Union in a manner described in paragraph 7 of this Addendum V.

7. Protest Procedure and Escrow Provisions.

A. Any employee who is obligated to pay a representation fee as described herein, shall have the right to protest and dissent from the amount of the representation fee, including the method of the assessment of the fee; the manner in which the representation fee was determined; the calculations involved; and the financial information upon which the representation fee was based. Such protests shall be handled exclusively in the manner provided herein.

B. Within thirty (30) days after the cause or reason for any protest shall occur, the affected employee, for himself or herself, shall file a written statement of protest with the Union and Board, in identical duplicate copies. A letter stating the employee's grounds for objection shall be sufficient. However, any objection not filed within 30 days shall be deemed to have waived if not timely filed. Any objection to the amount of computation of the fee in any school year must be filed within 30 days after notice of that fee, as provided in Article 2, Section 2.15 (C) of this Agreement, and in paragraph 2 of this Addendum V, is distributed through interdepartmental mail.

C. A dissenting employee timely filing his or her own written objection shall be entitled to have his or her protest expeditiously resolved by an impartial

arbitrator. The impartial arbitrator shall be selected by the Union and the employee and the dispute resolved as follows:

(1) The employee shall file his or her protest in writing with the Union and Board within thirty (30) days after receiving notice of the representation fee. The protesting employee shall state the basis for the protest. The written protest shall be sent certified or registered mail, or hand delivered, to both the Union and the Board.

(2) Within twenty (20) days after receipt of the letter of protest, the Union and the protesting employee shall meet in an attempt to resolve the protest.

(3) If no resolution is reached as a result of the meeting, the Union will request a panel of arbitrators from the Federal Mediation and Conciliation Service; the panel requested being limited to arbitrators having membership in the National Academy of Arbitrators. The selection of the arbitrator will be made by alternate strikes from the list furnished by FMCS until one name remains who shall be the arbitrator. The employee shall have the right to exercise the first strike.

(4) The protesting employee and the union shall each be solely responsible for their own attorneys' fees and other representation costs.

(5) The decision of the arbitrator shall be final and binding on the protesting employee and the Union.

(6) The arbitrator shall be limited in authority to rule upon the issue or issues stated in the written protest submitted by the protesting employee. The arbitrator may refer to and rely on existing legal authority on agency or representation fees outside of the Agreement when ruling on the amount of the fee.

(7) An arbitrator may, upon request, consolidate for purposes of taking evidence, hearing and decision, the cases of two or more employees.

D. Written notice of protest by an employee shall not relieve him or her of the obligation to pay the representation fee. However, immediately upon receipt of the notice of protest, the Union shall place the amount of the protesting employee's representation fee which is in dispute in an escrow fund and shall continue to place the challenged portion of representation fee in escrow until the protest is resolved.

E. The escrow fund will be established and maintained by the Union at an independent bank or trust company and the agreement therefore may provide

that the escrow account be interest bearing; that the escrowed funds be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by terms of an award of the arbitrator or by the terms of a mutually agreeable settlement between the Union and the protesting employee.

F. The Union shall furnish the protesting employee with verification of the terms of the escrow arrangement and, upon reasonable request, the status of the fund as reported by the bank.

G. When issuing a decision and award the arbitrator shall determine the disbursement of the disputed representation fee held in escrow and the Union shall not release the funds to its general account or to a protesting employee except by direction of an arbitrator.

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Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor



830635

APRIL 19, 1988

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

①
JUN 2 1988

Director of Labor Relations
Baltimore City Public Schools
3 East 25th Street
Baltimore, MD. 21218

PREVIOUS AGREEMENT EXPIRED
JUNE 29, 1986

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Baltimore Md Bd of Sch Comm Prof Ees LU 340

WITH TEACHERS

MARYLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1370
2. Number and location of establishments covered by agreement 174
3. Product, service, or type of business EDUCATION
4. If your agreement has been extended, indicate new expiration date June 30, 1988

Your Name and Position ALAN W. HARRIS Director, Labor Relations (301)
Address 200 E. NORTH AVE RM 110 BALTO, MD. 21202 396-8875
Area Code/Telephone Number
City/State/ZIP Code